

# Standard Service Agreement

Issued by TeachGen AI Ltd

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Sub-processor list	<a href="https://teachgen.ai/sub-processors">teachgen.ai/sub-processors</a>
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This is the standard-form Service Agreement issued by TeachGen AI Ltd. It is the master commercial contract for the TeachGen AI platform and incorporates the Standard Data Processing Addendum at [teachgen.ai/standard-dpa-v2.0.pdf](https://teachgen.ai/standard-dpa-v2.0.pdf) and the Privacy Notice at [teachgen.ai/privacy-policy](https://teachgen.ai/privacy-policy).

## 1. Parties to the agreement

1.1. These terms and conditions apply between **TeachGen AI Limited** (“Supplier”), a company incorporated in England & Wales with registered company number 14961819, having its registered office at 11 Crossley Close, Barrow Upon Soar, Loughborough, England, LE12 8QL, **and the customer subscribing to the Services** (the “Customer”).

1.2. By using the Supplier’s Services, the Customer agrees to comply with and be bound by these terms and conditions. This Agreement, including all schedules, appendices, and documents expressly incorporated by reference (including but not limited to Appendix A, Appendix B, the **Data Processing Addendum** at <https://teachgen.ai/standard-dpa-v2.0.pdf>, and the Privacy Notice at <https://teachgen.ai/privacy-policy>), constitutes the entire agreement between the parties in respect of the Services.

1.3. The Agreement will come into effect from the date specified in the Purchase Order for an Initial Term of 12 months. Subject to any subsequent Renewal Term agreed in accordance with Clause 4.2, or Termination in accordance with Section 7.

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## 2. Definitions

- **Agreement:** This business-to-business contract.
- **AI-Generated Outputs** (also “AI-Generated Content”): Any content, materials, or information generated by the AI-powered tools within the Services, including but not limited to text, documents, lesson plans, assessments, reports, presentations, images, or other educational materials created through the Customer’s use of the platform.
- **Confidential Information:** Any non-public information disclosed by either party to the other in connection with the Services.
- **Customer:** The business entity or organisation using the Supplier’s Services as defined in Section 1.1.
- **Data Processing Addendum** (or **DPA**): The TeachGen AI Standard Data Processing Addendum published at <https://teachgen.ai/standard-dpa-v2.0.pdf> and incorporated into this Agreement under Clause 1.2.
- **Fees:** The charges for the Services as agreed and as detailed within this Agreement.
- **Initial Term:** The period of this Agreement, commencing on the start date specified in the Order and the length of time as agreed which represents the Initial Term.
- **Order** (or **Purchase Order**): The request by the Customer for the supply of Services.
- **Renewal Term:** Any period of 12 months for which the Agreement is renewed, which follows the Initial Term or such other consecutive Renewal Term.
- **Services:** The services provided by the Supplier as described in this Agreement, detailed in Appendix A (Schedule of Services).
- **Supplier:** TeachGen AI Ltd.

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## 3. The Contract

3.1. This Agreement constitutes the contract between the Supplier and the Customer upon being signed by both parties or upon the Customer’s first use of the Services following acceptance of an Order, whichever is earlier.

3.2. This Agreement supersedes all prior agreements, communications, and understandings between the parties.

## 4. Agreement Duration

- 4.1. This Agreement commences on the date specified in the Order for the duration of the Initial Term.
- 4.2. At the end of the Initial Term, the Agreement will automatically renew for successive Renewal Terms of 12 months unless terminated by either party in accordance with Section 7.
- 4.3. After four (4) consecutive Renewal Terms, this Agreement shall not automatically renew and will require execution of a new agreement to continue Services.
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## 5. Services

- 5.1. The Supplier agrees to provide the Services as described in Appendix A and agreed in the Purchase Order.
- 5.2. The Supplier may make changes to the Services if necessary to comply with applicable law or safety requirements. Any change that introduces a new SubProcessor or materially changes the nature of personal data processing remains subject to the change-notice procedure in Clause 1.4 of the Data Processing Addendum.
- 5.3. The Services are subject to fair usage limits as detailed in Appendix A to ensure service quality for all users.
- 5.4. The Supplier may modify usage limits in accordance with the terms set out in Appendix A.
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## 6. License Terms

- 6.1. The Supplier grants the Customer a non-transferable, non-exclusive license to use its websites and the Services for their intended purpose, subject to the Customer's compliance with this Agreement.
- 6.2. The license for the Services is granted by the Supplier to the Customer for the duration of this Agreement as specified in Section 4 (Initial Term and/or Renewal Term).
- 6.3. At the end of the Initial Term, the license will automatically renew for successive 12-month periods unless either party provides written notice of termination at least 30 days before the end of the Initial Term or such other Renewal Term.
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## 7. Termination

- 7.1. Either party may terminate this Agreement by providing written notice to the other party, at least 30 days before the end of the Initial Term or any Renewal Term. All fees for any remaining term remain payable regardless of when notice is served.
- 7.2. Termination for Cause by Either Party.**
- 7.2.1. Either party may terminate this Agreement with immediate effect if the other party commits a material breach of the Agreement and fails to remedy such breach within 30 days of written notice.
- 7.2.2. Either party may terminate immediately if the other party:
- makes a voluntary arrangement with creditors;
  - enters liquidation proceedings (except for restructuring);
  - faces bankruptcy petitions;
  - has receivers or administrators appointed;
  - becomes insolvent;
  - enters financial moratorium;
  - issues insolvency notices under applicable law.

### 7.3. Termination for Cause by Supplier.

7.3.1. The Supplier may terminate the Agreement immediately if the Customer:

- fails to pay any amount due within 30 days of final written demand;
- violates the Supplier's intellectual property rights;
- uses the Services in a way that poses a security risk to the Supplier's systems and fails to remedy such use within 15 days of notice.

### 7.4. Effect of Termination.

7.4.1. If either party terminates under Section 7.2, all fees paid are non-refundable.

7.4.2. If the Customer terminates under Section 7.2, all fees for the relevant term (Initial or Renewal Term) shall remain payable.

7.4.3. On termination, return or deletion of Customer Data is governed by Clause 1.10 of the Data Processing Addendum.

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## 8. Payments and Fees

8.1. The Customer shall pay the Fees for the Services as agreed in the Purchase Order and detailed in Appendix B (Pricing Schedule).

8.2. There is no minimum number of users for an Initial Term.

8.3. User reductions exceeding 25% at renewal will result in loss of preferential pricing. The renewal will be priced at the then-current standard rates without any term-specific discount.

8.4. All terms, whether Initial or Renewal, have a minimum duration of 12 months.

8.5. Additional users may be added during the term at the pro-rated annual rate from the date of an additional Purchase Order to the end of the current term and require written agreement between the Supplier and the Customer.

8.6. User reductions take effect at the next Renewal Term only. No refunds are provided for unused user licences during the current term.

8.7. Fees for Renewal Terms may be adjusted by the Supplier with no less than sixty (60) days' written notice prior to the commencement of the Renewal Term.

8.8. Fee increases shall not exceed 10% per annum from the previous term's rates.

8.9. The Customer may terminate the Agreement without penalty if fee increases exceed this threshold.

### 8.10. VAT Policy.

8.10.1. All fees stated in this Agreement are exclusive of VAT, which shall be charged at the applicable rate.

8.10.2. If the Supplier becomes VAT registered during the term of this Agreement:

- the Supplier shall be entitled to charge VAT at the prevailing rate from the date of VAT registration;
- for periods already invoiced prior to VAT registration, the Supplier may issue supplementary VAT-only invoices.

8.10.3. The Supplier shall provide the Customer with at least sixty (60) days' written notice of any change in its VAT registration status before issuing VAT-inclusive or supplementary invoices.

8.11. Fees are non-refundable except as required by law.

8.12. All payments must be made in pounds sterling to the bank account specified on the invoice.

## 9. Payment Schedule

9.1. Fees are payable annually in advance for the current term, whether that is the Initial Term or the Renewal Term.

9.2. Invoices shall be issued by the Supplier at least 30 days before each payment due date.

9.3. Payments must be made within 30 days of the invoice date. Late payments will incur interest at 8% per annum above the Bank of England base rate in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.

9.4. The Supplier may suspend or terminate the Customer's account for unpaid fees after giving fourteen (14) days' written notice, with reinstatement subject to payment of all outstanding amounts plus applicable interest.

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## 10. Marketing and Publicity

10.1. **Factual identification (no approval required).** The Supplier may use the Customer's name and logo to identify the Customer as a user of the Services on the Supplier's website (including the partners or customers section), in pitch decks shared with prospective customers, and in similar factual marketing materials, without prior approval from the Customer.

10.2. **Promotional use (approval required).** Use of the Customer's name and logo beyond factual identification — including case studies, testimonials, quotations attributed to Customer staff, joint press releases, and any content that implies endorsement — remains subject to the Customer's prior written approval.

10.3. **Withdrawal.** The Customer may withdraw permission for any use under Clauses 10.1 or 10.2 by written notice to legal@teachgen.ai. The Supplier shall remove the Customer's name and logo from any digital materials within 30 days of receipt of the notice. The Supplier is not required to recall printed materials already in circulation.

10.4. **Brand compliance.** Any usage of the Customer's name and logo must comply with the Customer's branding guidelines where these have been provided to the Supplier.

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## 11. Intellectual Property

11.1. The Supplier retains ownership of all intellectual property in the Services developed by the Supplier.

11.2. The Services incorporate third-party technologies which remain the property of their respective owners.

11.3. The Customer is granted a non-exclusive, non-transferable license to use the Services solely for its internal business purposes.

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## 12. AI Generated Output

12.1. Subject to the terms of this Agreement, the Customer owns the rights to the AI-Generated Outputs produced by the Services based on its inputs to the extent permitted by law.

12.2. The Customer acknowledges that the Customer's outputs may not always be unique and may be similar to outputs generated for others using the Services.

12.3. The Customer will be solely responsible for the use of the AI-Generated Outputs, including compliance with applicable laws, regulations, and third-party rights.

#### 12.4. The Supplier shall:

- use reasonable efforts to maintain and improve AI-generated outputs;
- promptly address systematic errors identified and documented by the Customer;
- provide clear warnings about AI limitations within the platform interface;
- implement reasonable content filters to prevent generation of harmful or inappropriate outputs.

#### 12.5. The Customer shall:

- review and validate all AI-generated outputs before use in educational settings;
- not rely solely on AI-generated outputs for critical educational decisions;
- report systematic errors or concerning patterns to the Supplier promptly.

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### 13. Confidentiality

13.1. Both parties must maintain confidentiality of any proprietary or sensitive information shared during this Agreement.

13.2. Confidentiality does not apply to publicly available information or legally required disclosures.

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### 14. Data Protection and Privacy

14.1. The Customer's privacy is important to the Supplier. The Supplier uses personal information to provide the Services. The Supplier's Privacy Notice can be found at <https://www.teachgen.ai/privacy-policy>.

14.2. The Supplier agrees to comply with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 (DPA 2018), the Privacy and Electronic Communications Regulations (PECR), the EU General Data Protection Regulation (Regulation (EU) 2016/679, "EU GDPR"), and any other applicable data protection legislation in relation to the Services provided to the Customer.

14.3. The TeachGen AI Standard Data Processing Addendum at <https://teachgen.ai/standard-dpa-v2.0.pdf> is incorporated into this Agreement and applies to the Services. In the event of any inconsistency between this Agreement and the Data Processing Addendum in relation to data protection, the Data Processing Addendum shall prevail (see Clause 1.17 of the Data Processing Addendum).

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### 15. Liability and Indemnity

15.1. To the extent permitted by applicable law, the Supplier is not liable for the following:

- loss of profits, revenues, business opportunities, goodwill, or anticipated savings;
- indirect or consequential loss;
- punitive damages;
- loss of data, **save for direct loss of, or damage to, Customer Personal Data caused by the Supplier's breach of the Data Processing Addendum, which shall be subject to Section 15.2 and the liability provisions of the Data Processing Addendum;**
- any loss or damage that is not reasonably foreseeable.

#### 15.2. Liability cap.

15.2.1. **General cap.** Subject to Section 15.2.2, the Supplier's aggregate liability to the Customer for any claims arising out of or in connection with the Services shall be limited to the Fees paid by the Customer for the Services in the three (3) months immediately preceding the event giving rise to the claim.

15.2.2. **Data-protection super-cap.** For claims arising from breach of the Data Processing Addendum or breach of the Data Protection Laws (as defined in the Data Processing Addendum), the Supplier's

aggregate liability shall be capped at the Fees paid by the Customer in the **twelve (12) months** immediately preceding the event giving rise to the claim.

15.2.3. **Carve-outs.** Nothing in this Agreement excludes or limits liability for: (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by negligence; or (c) any other liability that cannot lawfully be limited or excluded under English law.

### 15.3. Indemnities.

15.3.1. **Customer indemnity.** The Customer shall indemnify and hold the Supplier harmless against all claims, losses, damages, and expenses arising out of the Customer's unlawful use of the Services or breach of this Agreement, including any liability or expense from claims, losses, damages, judgments, fines, litigation costs, and legal fees.

15.3.2. **Supplier indemnity.** The Supplier shall indemnify the Customer in respect of breaches of the Data Processing Addendum, in accordance with Clause 1.12 of the Data Processing Addendum and subject to the cap in Section 15.2.2.

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## 16. Support and Maintenance

16.1. The Supplier will provide support services via support@teachgen.ai during standard business hours 9:00 AM to 5:00 PM, Monday to Friday (excluding UK public holidays).

16.2. Support response times are based on priority, as follows:

- **Critical** (service unavailable): response within 4 business hours.
- **High** (significant functionality impaired): response within 1 business day.
- **Medium** (general queries, minor bugs): response within 2 business days.
- **Low** (feature requests, general guidance): response within 3 business days.

16.3. Support channels available:

- email support: support@teachgen.ai
- in-platform help resources

16.4. Service availability targets are 99.8% uptime, as detailed in Appendix A — Schedule of Services.

16.5. Scheduled maintenance will be performed during off-peak hours (typically weekday evenings between 9:00 PM and 11:00 PM and on weekends), with customers provided with 48 hours' advance notice.

16.6. Emergency maintenance (or unscheduled maintenance) for security or critical fixes may be performed with minimal notice.

16.7. New features and enhancements are deployed automatically without service interruption where possible.

16.8. Critical security patches are deployed as soon as reasonably practicable.

16.9. Significant platform changes will be communicated to customers with at least 7 days' advance notice where possible.

16.10. Customers will be notified of known service disruptions via email and/or platform notifications.

16.11. Regular updates will be provided every 4 hours during extended outages exceeding 4 hours.

16.12. Support does not include training, custom development, or extensive consultancy services.

16.13. Response times are targets, not guarantees, and may be extended during peak periods or UK public holidays.

## 17. Force Majeure

17.1. Neither party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, natural disasters, or industrial disputes. For the avoidance of doubt, force majeure does not excuse the Supplier's obligation to notify the Customer of a Security Incident under Clause 1.9 of the Data Processing Addendum.

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## 18. Notices

18.1. All notices under this Agreement shall be in writing and shall be deemed given when sent by email, or three days after being sent by certified mail, to the addresses specified in this Agreement or as otherwise later updated in writing.

18.2. The Supplier address for general notices is: [billing@teachgen.ai](mailto:billing@teachgen.ai). Data-protection notices shall be sent to [dataprotection@teachgen.ai](mailto:dataprotection@teachgen.ai).

18.3. The Customer address for notices is the address recorded in the Customer's account settings or as otherwise notified to the Supplier in writing.

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## 19. Dispute Resolution

19.1. In the event of any dispute arising out of or in connection with this Agreement, the parties shall first attempt to resolve the dispute informally within 10 days through good faith negotiations.

19.2. If the dispute cannot be resolved through negotiation, it shall be referred to mediation before any party initiates legal proceedings.

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## 20. Governing Law

20.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

20.2. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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## 21. General Provisions

21.1. No variation of this Agreement shall be effective unless such variation has been agreed in writing and signed by both parties.

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## 22. Severability

22.1. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect. The parties shall negotiate in good faith to replace any invalid provision with a substitute provision that comes as close as possible to achieving the intent of the invalid provision.

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## 23. No Waiver

23.1. The failure of either party to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision. No waiver shall be effective unless made in writing and signed by

an authorised representative of the waiving party. A waiver of any breach or default shall not constitute a waiver of any other or subsequent breach or default.

## 24. Third Party Rights Exclusion

24.1. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.

## 25. Export Control Compliance

25.1. Each party shall comply with all applicable export control laws and regulations in connection with its performance under this Agreement. The Customer shall not use, export, re-export, or transfer the Services in violation of any applicable export control laws or regulations of the United Kingdom or any other relevant jurisdiction.

## 26. Warranty and Disclaimers

26.1. The Supplier warrants that the Services will perform substantially in accordance with Appendix A (Schedule of Services) during the Initial Term and any Renewal Term.

26.2. If the Services fail to conform to the warranty in Section 26.1, and the Customer notifies the Supplier in writing within 30 days of discovering the non-conformity, the Supplier will use commercially reasonable efforts to correct such non-conformity within the response times specified in Section 16 (Support and Maintenance).

26.3. The warranty in Section 26.1 does not apply to:

- issues caused by Customer misuse or modifications;
- third-party software or services;
- network connectivity or browser compatibility;
- services provided outside those specified in Appendix A (Schedule of Services).

26.4. The remedies set forth in Section 26.2 constitute the Customer's sole and exclusive remedy for breach of warranty.

26.5. Save as expressly set forth above and in the Data Processing Addendum, the Services are provided "as is" without warranties of any kind, express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

26.6. The Supplier does not warrant that the Services will meet the Customer's specific requirements or expectations, or that the Services will be uninterrupted, timely, secure, or error-free.

26.7. The Supplier makes no representations or warranties regarding the accuracy, reliability, or appropriateness of any outputs generated through the AI features of the Services. The Customer acknowledges that AI-generated outputs may contain errors, inaccuracies, or inappropriate material, and agrees to review and take responsibility for any outputs before using them. The Customer must independently verify Outputs before relying on them.

26.8. The Supplier makes no warranties regarding third-party services or content that may be accessed through the Services. The Customer's use of any third-party services is governed by the terms of service between the Customer and the third-party provider.

26.9. While the Supplier implements reasonable security measures to protect Customer data, no method of transmission over the Internet or electronic storage is 100% secure. The Supplier cannot

guarantee absolute security. This Section 26.9 does not limit the Supplier's positive obligations under the Data Processing Addendum.

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## 27. Assignment

27.1. Neither party may assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

27.2. Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, in connection with: (a) a merger, acquisition, or corporate reorganisation; (b) sale of all or substantially all of its assets; (c) sale of a controlling interest in the party's equity; or (d) any other change of control transaction, provided that the assignee agrees in writing to be bound by all of the terms and conditions of this Agreement and (in the case of an assignment by the Supplier that introduces a new SubProcessor) the SubProcessor change-notice procedure in Clause 1.4 of the Data Processing Addendum is followed.

27.3. The Supplier may assign its right to receive payment under this Agreement without the Customer's consent.

27.4. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

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## 28. Relationship of Parties

28.1. The relationship between the parties established by this Agreement is that of independent parties. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, agency or fiduciary relationship between the parties.

28.2. Neither party has the authority to bind the other party or to incur any obligation on behalf of the other party, except as expressly provided in this Agreement.

28.3. Each party shall be solely responsible for all of its employees and agents and its labour costs and expenses arising in connection with its respective obligations under this Agreement.

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## 29. Execution

This Agreement is entered into between the Supplier and the Customer named in the Purchase Order. The parties' counter-signatures are recorded on the executed Order or on a separate signature page. By signing the Order or by first use of the Services following acceptance of the Order, the Customer accepts these terms.

For a counter-signed copy of this standard Agreement on the Customer's letterhead, or with the Customer's legal name and signatory pre-populated, contact [legal@teachgen.ai](mailto:legal@teachgen.ai). A counter-signed PDF will be returned within 5 business days.

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# Appendix A — Schedule of Services

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## A.1. Service Overview

TeachGen AI is a Software as a Service (SaaS) platform that provides AI-powered educational tools through a web-based interface. The Service incorporates data protection controls designed to support educational institutions' compliance with applicable privacy regulations.

## A.2. Primary Function and Purpose

A.2.1. The Service includes AI-powered educational tools organised into the following categories:

- **Content Creation:** tools for generating and editing educational materials.
- **Assessment and Evaluation:** marking, feedback, and assessment tools.
- **Planning and Organisation:** lesson planning, curriculum development, and administrative planning.
- **Personalisation and Differentiation:** tools for individualised learning approaches.
- **Idea Generation:** brainstorming and creative development tools.
- **Report Writing:** academic report creation tools.
- **Leadership and Management:** administrative and school management tools.
- **Classroom Management:** pupil engagement and classroom organisation tools.
- **Communication:** tools for writing to parents/guardians, professional colleague communications, and handling educational stakeholder correspondence.
- **Personas:** AI-powered educational characters and role-based chatbots designed for interactive learning experiences, including historical figures and subject matter experts.
- **Chat:** general-purpose AI conversational tool that provides direct question-and-answer functionality.

A.2.2. Each category may contain multiple individual tools. The Supplier may add new tools or features within existing categories and introduce new categories to enhance educational outcomes.

A.2.3. The Supplier will notify the Customer of any significant new features, which will be included in the Service at no additional cost unless specifically designated as premium features.

## A.3. Service Delivery Method

A.3.1. The Service is delivered via a web-based, cloud-hosted application accessible through standard web browsers without requiring software installation.

A.3.2. The Service is designed for global access, subject to applicable laws.

## A.4. Data Protection Compliance

A.4.1. The Service incorporates security measures and data protection controls designed to support GDPR compliance. Detailed obligations are set out in the Data Processing Addendum.

A.4.2. The Service does not use Customer data to train, fine-tune or evaluate any AI model. All AI inference (text and image) is performed within the Supplier's enterprise tenancies on Microsoft Azure (including Azure OpenAI Service), Amazon AWS, and Google Cloud Platform, in EU regions, under contractual training opt-out. See Clause 1.13 of the Data Processing Addendum.

A.4.3. Customer data processing is performed in accordance with applicable data protection laws and the Data Processing Addendum.

## A.5. Usage Parameters and Limitations

A.5.1. The Supplier aims to provide 99.8% availability to the Service.

A.5.2. The Service is subject to fair usage limits. Each subscription includes monthly usage caps for AI interactions and generated output.

A.5.3. Usage limits are as follows on a per user, per month basis:

- 1,000 standard AI interactions per user per month
- 100 enhanced AI interactions per user per month

### A.5.4. Interaction definitions.

- An AI interaction is each unique request submitted to the Service through the platform tools.
- The following named tools use Enhanced Interactions: Character Creator, Presentation Maker, Image Generator.
- All other tools use Standard Interactions.

### A.5.5. Usage monitoring and reset.

- Users receive warnings as they approach usage limits within the interface.
- Limits reset on the monthly anniversary of the subscription.
- Unused interactions do not carry over between monthly periods.

### A.5.6. Modification of usage limits.

- Usage limits shall remain fixed throughout the Initial Term and each Renewal Term and shall not be reduced during any active term.
- The Supplier may modify usage limits at the commencement of any Renewal Term, with such modifications applying to that Renewal Term.
- Usage limits may be increased at any time during the Initial Term or any Renewal Term, with such increases taking effect immediately.
- The Supplier shall provide the Customer with not less than thirty (30) days' written notice of any modifications to usage limits that will apply to the subsequent Renewal Term.

## A.6. Customer Responsibilities

A.6.1. Review and validate all AI-generated output before use.

A.6.2. Ensure compliance with Customer policies and applicable laws.

A.6.3. Maintain accurate account information and manage user access.

A.6.4. Use the Service in accordance with the Acceptable Use Policy set out in Section A.7.

A.6.5. Provide appropriate supervision for users under 18 years of age.

## A.7. Acceptable Use Policy

A.7.1. The Customer must not:

- use the Service for unlawful purposes or in violation of applicable regulations;
- attempt to circumvent security measures or access unauthorised areas of the Service;
- upload malicious software, viruses, or other harmful code;
- impersonate other users or entities;
- use automated systems, bots, or scrapers without prior written authorisation;
- engage in activities that harass, abuse, or harm others;
- infringe intellectual property rights of third parties;
- remove or alter proprietary notices or attribution;
- use the Service for unauthorised commercial purposes;

- use Personas or Chat features in ways that cause confusion about the nature of AI or create inappropriate relationships with AI characters.

## **A.8. Service Limitations and Disclaimers**

A.8.1. AI-generated outputs may contain inaccuracies, errors, or inappropriate material.

A.8.2. The Customer must review all AI outputs before use in educational settings.

A.8.3. The Service is provided “as is” and results may vary.

A.8.4. The Supplier makes no warranties regarding accuracy, completeness, or suitability of AI-generated outputs.

A.8.5. Internet connectivity and a compatible browser are required.

A.8.6. The Supplier retains no responsibility for data recovery after account termination, save as set out in Clause 1.10 of the Data Processing Addendum.

## **A.9. Excluded Services**

The following are not included:

A.9.1. Training or professional services.

A.9.2. Custom integrations or modifications.

A.9.3. Data migration or import services.

A.9.4. Technical support beyond standard Section 16 in the Agreement.

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## TEACHGEN AI · STANDARD DPA

## Appendix B — Pricing Schedule

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Pricing is set out in the Customer's executed Purchase Order. Standard rate-card information is published at <https://teachgen.ai/pricing> and is updated periodically.

The Customer's term-specific Fees, user count, and any preferential discount are recorded in the Purchase Order and form part of this Agreement on execution.

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### Document control

- **Version:** 2.2
- **Effective date:** 3 May 2026
- **Document owner:** James Leeson, Chief Operating Officer, TeachGen AI Ltd
- **Review cycle:** Annual, or sooner if required by changes in law or commercial terms
- **Data Processing Addendum:** <https://teachgen.ai/standard-dpa-v2.0.pdf>
- **Privacy Notice:** <https://www.teachgen.ai/privacy-policy>
- **Sub-processor list:** <https://teachgen.ai/sub-processors> (versioned separately)
- **Contact for legal questions:** [legal@teachgen.ai](mailto:legal@teachgen.ai)
- **Contact for data-protection questions:** [dataprotection@teachgen.ai](mailto:dataprotection@teachgen.ai)